

**REQUEST FOR QUALIFICATIONS
HIGH WEEDS & GRASS MOWING SERVICES**

TO: All Interested Vendors

FROM: Lacey Harney, Contract Compliance Analyst, City of Indianapolis

DATE: June 16, 2015

RE: **2015 – HWG Abatement – 008**

The following changes have been made to 2015 – HWG Abatement – 008:

- *The deadline to submit qualifications has been extended to **5:00 p.m. on Wednesday, June 17, 2015.***

Vendors shall note that only these *written* statements will be binding on the City. These written statements represent the City's official position and supersede any previous oral statements made at any time by City Staff.

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REQUEST FOR QUALIFICATIONS (RFQ)

The City of Indianapolis Department of Code Enforcement (City) is soliciting Qualifications from firms interested in providing mowing services to various properties located throughout the city of Indianapolis.

Project Name	▪ 2015 HWG Abatement
Reference #	▪ 2015 – HWG Abatement – 008
Issue Date	▪ June 10, 2015
Questions & Answers	<ul style="list-style-type: none">▪ An informational Pre-Submittal Conference will be held at 3:00 p.m. on Friday, June 12, 2015 in the Vonnegut Conference Room at 1200 S Madison Ave, Suite 100.▪ The deadline date to submit questions is 12:00 p.m. on Monday, June 15, 2015.▪ Written responses will be provided via addendum no later than 5:00 p.m. on Tuesday, June 15, 2015.
Response Deadline	▪ 5:00 p.m. on Wednesday, June 17, 2015
Mandatory Vendor Meeting	▪ A <u>mandatory vendor orientation meeting</u> will be held once the City has notified the selected vendors of award. All vendors awarded a contract as a result of this Request for Qualifications are <i>required to attend this meeting</i> at a date and time to be determined.

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SUBMISSION INSTRUCTIONS

One (1) bound original. Facsimile or email submissions will not be accepted. Submissions must be clearly labeled with Project Name and RFQ Reference Number (above). Submissions must be signed by a representative of the Respondent organization authorized to submit and establish fees on behalf of the Respondent and bind the Respondent to the terms and conditions of this RFQ. **Submissions must be received before 5 p.m. on Wednesday, June 17, 2015.** Late submissions will not be accepted or considered. The Respondent shall assume full responsibility for the delivery of Qualifications submission to the City.

Submissions must be mailed or delivered to:

Lacee Harney, Contract Compliance Analyst
Department of Code Enforcement
1200 Madison Ave, Suite #100
Indianapolis, IN 46225

Questions regarding the RFQ may be directed to:

Lacee Harney, Contract Compliance Analyst
(317) 327-2143
Lacee.Harney@indy.gov

Questions specifically regarding the technical specifications may be directed to:

Toby Thompson, Chief Project Coordinator-Property Safety and Maintenance
Toby.Thompson@indy.gov

INCURRED COSTS

The City shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of the contract(s). Total liability of the City is limited to the terms and conditions of this request and any resulting contract.

INDEPENDENT PRICE DETERMINATION

Each submission shall include a signature page that includes the following certifications:

A. By submission of these Qualifications, the Respondent certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this submission:

1. No attempt has been made or will be made by the Respondent to entice any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

B. The undersigned certifies that they are authorized by the Respondent's organization to decide as to the services and fees being offered in this submission, and that they have not participated and will not participate in any action contrary to "A-1" above.

Submissions will not be considered for award if the language of A. or B. above has been modified or deleted.

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NO THIRD PARTY RIGHTS

It is agreed and understood that the contract is made solely for the benefit of the City and the selected Respondent, not made for the benefit of any third party, and that no action or defense may be founded upon this contract except by the signatory parties.

DISCLOSURE OF PROPOSAL CONTENTS

All responses to this RFQ become the property of the City and shall be subject to disclosure under the Freedom of Information Act. If a proposal contains any information that the Respondent does not want disclosed to the public or used by the City for any purpose other than proposal evaluation, each sheet of such information must be marked with the following legend:

"This information shall not be disclosed outside the City of Indianapolis or be duplicated, used or disclosed in whole or in part for purposes other than to evaluate the proposal; provided that if a contract is awarded to the Respondent, as a result of, or in connection with the submission of such information, the City of Indianapolis shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City of Indianapolis' right to use information contained herein if obtained from another source."

AWARD OF CONTRACTS / REJECTION OF PROPOSALS

The City will award a contract to the Respondent(s) deemed the most qualified and responsive as determined at the sole discretion of the City based on the City's review of the Respondent's ability to provide the required services. The City may award this contract to multiple vendors. This contract will require completion of the work pursuant to these documents. The City reserves the right to reject any and/or all proposals and to waive any irregularity in proposals received, whenever such rejection or waiver is in the City's best interest. Notice of Award will be provided to the selected Respondent at the earliest possible date.

TYPE OF CONTRACT

Only work performed on tasks for which the scope of work and specified maximum, not to be exceeded, cost have been approved by the City will be compensated. Negotiations may be undertaken with those Respondents whose qualifications and other factors show them to be qualified, responsible and capable of performing the work. *The price of mowing services is set in the "Fee Schedule" of this Request for Qualifications and shall not be subject to change for the duration of the contract term.*

CONTRACT DURATION

This contract will be for a period of one year from the date of contract execution. The contract will include the option for one-year extensions or a single extension until the date of completion of activities funded is mutually agreed by the City and the Respondent.

INSURANCE

Contractor shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect it and the City from claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by the Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

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With the prior approval of the City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

Certificates of Insurance, naming the City of Indianapolis as "additional insured" (except Workers Compensation), showing such coverage then in force (but not less than the amount shown) shall be filed with the City prior to the commencement of any work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days after written notice has been given to the City.

Notwithstanding any other provision of this Agreement, Contractor shall provide all proof of insurance coverage required to City prior to the commencement of any services pursuant to this Agreement.

A.	Commercial General Liability (Occurrence Basis)	
	Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations	
	Each Occurrence Limit	\$1,000,000.00
	Damage to Rented Premises	\$100,000.00 (each occurrence)
	Medical Expense Limit	\$5,000.00
	Personal and Advertising Injury Limit	\$500,000.00
	General Aggregate Limit	\$2,000,000.00 (Other than Products Completed Operations)

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

	Products/Completed Operations	\$1,000,000.00
B.	Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non- owned)
C.	Excess/Umbrella Liability	\$1,000,000 (each occurrence and aggregate)
D.	Worker's Compensation	Statutory
E.	Employer's Liability	
	Bodily Injury Accident	\$100,000

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	each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

TERMS, CONDITIONS AND EXCEPTIONS

The City does not create any obligation, expressed or implied, of any kind or description in issuing this RFQ or receiving a response. Neither this RFQ nor the response shall be considered as a legal offer. The City reserves the right to alter, amend, or modify any provision of this RFQ, or to withdraw the RFQ, at any time prior to the award of a contract pursuant thereto, if it is in the best interest of the City.

The City reserves the right to reject any and all responses without cause, waive irregularities or informalities in procedures related to the RFQ, and make inquiries as deemed necessary of Respondents and their references and clients regarding qualifications and information submitted as part of their responses.

Some or all of the work performed will be subject to federal contractual and cross-cutting provisions. The City hereby notifies Respondents that a successful award may be contingent upon the agreement and ability of the selected Respondent to comply with these required contractual provisions, including, but not limited to minimum wage rates (e.g. Davis-Bacon Act, DBE utilization, etc.). In the event the selected Respondent(s) do not enter into the required agreement to carry out the purposes described in this RFQ, the City may commence negotiations with another Respondent. By submitting a response to this RFQ, each Respondent waives all rights to protest or seek remedies whatsoever regarding any aspect of this RFQ, the selection of a Respondent or Respondents with which to negotiate a contract, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

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REQUEST FOR QUALIFICATIONS

INTRODUCTION

The City of Indianapolis, Indiana (City) is seeking to select abatement services vendors to assist in mowing properties in the City of Indianapolis that are in violation of City ordinances regarding the height of vegetation. The City will choose vendors in accordance with the procurement policies and procedures of the City.

NOTE

This will become "Attachment A: Scope of Services" of the resulting agreement of this Request for Qualifications.

SECTION 1: GENERAL – APPLIES TO ALL CITY MOWING

- 1.01 CONTRACTOR shall perform all services Monday through Saturday between 7:00 a.m. and thirty (30) minutes before dusk, unless otherwise directed by CITY.
- 1.02 CONTRACTOR shall perform services under this AGREEMENT without interruption except as provided herein. If CONTRACTOR believes that services cannot be performed due to inclement weather or wet ground, CONTRACTOR shall notify CITY for verification that performance may be excused for the day. The decision of CITY shall be final. CONTRACTOR will not be held liable for turf and rut damage caused by CONTRACTOR'S equipment on wet or soggy ground when CONTRACTOR is working at CITY'S discretion.
- 1.03 CONTRACTOR shall pay the CITY liquidated damages of (50) fifty dollars, per property, for all properties CONTRACTOR refuses or fails to abate under the terms of this agreement.
- 1.04 CONTRACTOR shall obtain permits for all services performed under this AGREEMENT which require permits. CONTRACTOR may acquire a permit at no charge from the Permit Section, Department of Code Enforcement, 1200 South Madison, Indianapolis, Indiana 46225.
- 1.05 CONTRACTOR shall not use lane restrictions or otherwise block or obstruct traffic during rush hour.
- 1.06 CONTRACTOR shall notify Contract Performance by fax at (317) 327-8696 or email weeds@indy.gov no later than 8:00 a.m. or a time approved by the CITY of the first work day following completion of services for the previous day. CONTRACTOR shall specify the location cleaned and the date on which it was cleaned. All photos related to completed work shall be submitted to Contract Performance no later than 48 hours following completion of services.
- 1.07 CITY shall verify that the services have been performed. CITY shall notify CONTRACTOR of rejection by email no later than ten business days following CONTRACTOR'S submission of accepted photographs of work completion. CONTRACTOR shall correct all deficiencies and resubmit to the CITY corrected photographs within forty-eight (48) hours of notification by CITY.

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- 1.08 After (30) days from the date of rejection, if CONTRACTOR has still not resubmitted corrected photographic evidence CONTRACTOR will not be compensated by the CITY.
- 1.09 In the event of any legal proceeding related to the violation abated, CONTRACTOR agrees to be available and testify as necessary. CITY agrees to give reasonable notice to CONTRACTOR of the time and location of such proceedings. CITY and CONTRACTOR agree that for any non-appearance, CITY shall be damaged by \$200 and this amount may be withheld from monies otherwise due to CONTRACTOR.

SECTION 2: EQUIPMENT

- 2.01 CONTRACTOR shall provide equipment in sufficient type, capacity, and quantity to safely and efficiently perform the services specified in this AGREEMENT.
- 2.02 CONTRACTOR shall equip all mowing machinery with protective shields to prevent foreign objects from being thrown from the mowing machinery.
- 2.03 CONTRACTOR shall have access to an adequate service facility to assure routine maintenance and shall maintain a sufficient supply of replacement parts to assure continuous and uninterrupted service under this AGREEMENT.

SECTION 3: PRIVATE LOTS – WEEDS ENFORCEMENT

- 3.01 CONTRACTOR shall perform all mowing, trimming, brush, trash and grass clipping removal services for each lot received from CITY. Before CONTRACTOR performs any mowing, it shall inspect and photograph each lot as provided herein.
- 3.02 CONTRACTOR shall remove all trash and litter prior to mowing and shall properly dispose of such trash and litter using proper containers. CONTRACTOR shall contact the CITY if they cannot remove the trash and litter.
- 3.03 CONTRACTOR and CITY agree that trash that has accumulated in such volume or is of such nature to require removal by special equipment is not included within the price per lot. CITY may request CONTRACTOR to provide a quote for providing such additional service.
- 3.04 CONTRACTOR shall remove all grass clippings on properties that have an existing structure.
- 3.05 CONTRACTOR is not required to collect and dispose of grass clippings on lots without an existing structure.
- 3.06 CONTRACTOR shall not leave grass clippings on non-grassy areas.
- 3.07 CONTRACTOR shall remove and properly dispose of all brush within the parcel. “**Brush**” means all non-ornamental shrubbery, small trees less than two inches (2”) in diameter or five feet (5”) in height, and scrub vegetation.

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- 3.08 CONTRACTOR's price per lot shall include all costs for mowing, trimming around structures, fence lines, garages, etc., brush clearing, trash and clipping removal and disposal.
- 3.09 CITY will provide lists of addresses that may require mowing services. CONTRACTOR shall provide all necessary services within five (5) business days of receipt of list except; CITY may specify certain lots to be serviced on an emergency basis. CONTRACTOR shall complete services requested on an emergency basis within forty-eight (48) hours of notice.
- 3.10 CONTRACTOR shall observe all CITY Knozone action days.
- 3.11 CONTRACTOR has been designated by the Director of the Department of Code Enforcement to reinspect the premises for purposes of Revised Code Section 575-7(a). If, upon reinspection, it is determined by the CONTRACTOR that abatement of the environmental public nuisance, as defined by Revised Code Section 575-2(3), has not occurred, CONTRACTOR shall photograph the environmental nuisance in accordance with Section 4.00 and enter upon the premises and abate the environmental public nuisance in accordance with the terms of this AGREEMENT. Upon completion of the abatement, CONTRACTOR shall photograph the property again in accordance with Section 4.00.
- 3.12 If upon reinspection, CONTRACTOR determines that abatement of the environmental public nuisance has occurred, CONTRACTOR shall photograph the property in accordance with Section 4.00 and shall not perform any abatement services.

SECTION 4: PHOTOGRAPHIC REQUIREMENTS

- 4.01 The CONTRACTOR shall submit digitally derived photographs of assigned properties in a jpeg or pdf format with a minimum contrast of 200 dpi as a regularly conducted business activity. The photographs shall be digitally derived, submitted only in a jpeg or pdf format with a minimum contrast of 200 dpi. No exceptions will be made for any vendor or property that does not meet the photograph requirements of this section.
 - 1. Photographs for vendor abated properties must contain the following:
 - a. address of the property photographed
 - b. the date the photograph was taken
 - i. Photographs must be dated by the camera, not the CONTRACTOR.
 - c. a close-up, clear, legible measurement (by City approved measurement device) of the high weeds and/or grass at the time of the photograph clearly showing a violation
 - d. an overall photograph identifying features of the property being photographed with a wide angle establishing shot before and after work is done
 - e. any other feature as deemed necessary by CITY.
 - 2. Photographs for properties found compliant upon CONTRACTOR's arrival:
 - a. An overall photograph of the front and rear of the property to establish the property was abated prior to CONTRACTOR visiting the property.

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3. Photographs submitted must be labeled to meet the following criteria:
- a. address of property photographed
 - b. vendor name
 - c. the high weeds & grass case number
 - d. before/after/AC designation.
 - e. All labeling and editing of photographs shall be in black, 12 point size, in Times New Roman font, and situated on the grassy part or separate white part of the photo.
- 4.02 If abatement of a property is not completed in one day (due to, for example, weather conditions or darkness) CONTRACTOR shall photograph the property before leaving; CONTRACTOR shall label these photographs 'end of day.' Upon returning to the property, CONTRACTOR must again document the condition of the property with before and after photos. These photos combined with the day before photos should show that the property was abated by the CONTRACTOR.
- 4.03 The CITY may require the CONTRACTOR to submit additional photographic evidence for a period to be determined by the CITY if CONTRACTOR fails to abate property violations according to this Agreement.
- 4.04 CONTRACTOR shall not receive payment for abated properties that are submitted in which before and after mowing photographs were not taken or does not show a clear violation as described in this section.

SECTION 5.00: Payments

- 5.01 For the services performed under this AGREEMENT, CITY agrees to pay CONTRACTOR according to the rates provided in Attachment B.
- 5.02 Payment information will be provided to the CONTRACTOR via email on a weekly basis for services provided. CONTRACTOR will have 72 hours to respond with discrepancies. The failure of a CONTRACTOR to respond within 72 hours will be deemed as CONTRACTOR'S approval of the invoice and/or a waiver of the CONTRACTOR'S right to dispute the accuracy of the invoice
- 5.03 CITY shall not be obligated to pay CONTRACTOR for incomplete services or services for which documentation has not been submitted to CITY in the form and with the information and attachments specified by CITY.
- 5.04 CITY shall pay CONTRACTOR for the services supported by documentation. CITY will pay the amount invoiced within sixty (60) days of receipt of proper supporting documentation. CITY shall give CONTRACTOR notice email within fifteen (15) days of documentation submittal if it is not proper. CITY is the sole judge as to the acceptability of the invoice and supporting documentation.

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FEE SCHEDULE

NOTE

This will become "Attachment B: Fee Schedule" of the resulting agreement of this Request for Qualifications.

- The price per lot for mowing and photographs shall not exceed the prices below:

<u>Service</u>	<u>Price</u>
Photos of "Already Cut" (AC) lots	\$10.00 PER LOT
Below 1 Acre (43,559 square feet) or less	\$65.00 PER LOT
1 – 1.5 Acres (43,559 – 65,340 square feet)	\$130.00 PER LOT

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VENDOR SELECTION PROCESS

Interested parties are to submit Qualification Statements by submitting the attached Vendor Application to the City for review. After review of submitted qualifications, the City may request additional information from one or more Respondents. The vendor will be selected based on qualifications and project understanding as determined to be in the best interests of the City. All decisions will be final.

SECTION 1 - SUBMISSION OF QUALIFICATIONS

- A. Sign and submit the attached Vendor Application to the City for review.
- B. Sign and submit the attached Minority, Women's Veteran's, or Disability-Owned Business Enterprise Participation Plan for Goods and Services form.
- C. The Vendor(s) should review the Sample Services Agreement (SSA) (At the end of this document). Additional provisions as needed or required by the City are contained in the SSA and will be discussed with the Vendor(s) selected. The Vendor(s) does NOT need to sign the SSA, but review it, and note any areas that need to be discussed with the City if selected. The final Agreement will include similar language to that shown in the SSA and specific language pertaining to this RFQ. Note: Any proposed exceptions or revisions to the SSA or the RFQ must be listed in detail on the exceptions page which follows the SSA. Proposed exceptions or revisions to the SSA will not be considered by the City if they are not submitted with the RFQ.

Pursuant to IC 22-5-1.7, all public contracts for services entered into or renewed after June 30, 2011, must contain E-Verify provisions. Any Contractor entering into a service agreement with the City or County shall submit an affidavit of compliance that provides vendor acknowledgment of and commitment to the E-Verify Program. A sample of the affidavit can be found at the end of the SSA. Additional information can be viewed on the Purchasing Division web site at www.indy.gov/purch/BiddingOpportunities. (Reference 5.24 of the SSA)

- D. Vendor must meet the City's minimum insurance requirements as specified in the attached Sample Services Agreement requirements.
- E. Submission shall include an acknowledgement of the City's required terms and your willingness to comply.
- F. A copy of the Insurance Certificate with the proper coverage and the City of Indianapolis listed as the Additional Insured shall be required prior to contract execution.

SECTION 2-VENDOR SELECTION CRITERIA

Vendors will be evaluated based on their submission of all required documents, prior performance, and responses to the items of the Vendor Application.

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VENDOR APPLICATION
HIGH WEEDS & GRASS MOWING SERVICES

COMPANY INFORMATION

Please check any box that applies:

☐ Neighborhood Vendor or Non-Profit ☐ Prior Year Vendor ☐ New Vendor

Company Name: _____

Business Address: _____

Company Owner Name: _____

Contact Name: _____

Contact Email: _____

Contact Phone: _____

Appliant Name (if
different than Contact): _____

WORKLOAD CAPACITY

Note: Mowing hours are 7:00 a.m. until 30 minutes prior to dusk, Monday – Saturday.

1. Please indicate which services you are applying to provide by selecting one of the following:

- ☐ (Lot size < 1 acre) - properties less than one acre in size
- ☐ (1 acre ≤ lot size ≤ 1.5 acres) - properties between one acre and one and one-half acres
- ☐ (Lot size ≤ 1.5 acres) – all properties, up to one and one-half acres

2. Number of properties that can be abated each week: _____ properties/week

3 .Number of available crews & Number of people on each Crew: _____ crews
_____ people/crew

VENDOR APPLICATION

REFERENCES

Please provide the following information for five (5) references on a separate sheet of paper, and attach to this vendor application:

- Company or Individual Name
- Type of Work Performed
- Contact Name
- Contact Email Address or Phone Number

EQUIPMENT

Please list and provide pictures of all mowing equipment on a separate sheet of paper, and attach to this vendor application.

EXCEPTIONS

Please review this Request for Qualifications and the attached sample services agreement and note any areas that need to be discussed with the City, if selected, in the space below.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

SIGNATURE

I acknowledge and am willing to comply with the City's terms set forth in this document, and am a representative of the Respondent organization authorized to submit and establish fees on behalf of the Respondent and bind the Respondent to the terms and conditions of this RFQ.

Signature: _____

Printed: _____

Title:

Date: _____

MBE/WBE/VBE/DOBE PARTICIPATION FORM

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Minority, Women's Veteran's, or Disability-Owned Business Enterprise Participation Plan for Goods and Services

It is the policy of the City of Indianapolis that Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Veteran Business Enterprises (VBEs), and Disability-Owned Business Enterprises (DOBEs) shall have the maximum feasible **opportunity** to participate in the performance of contracts. Consequently, the City, through Article IV, sections 202-401 of the revised municipal code and Executive Order 5, 2008, has established MBE participation goals of 15%, WBE participation goals of 8%, VBE participation goals of 3%, and DOBE participation goals of 1% for its dollars spent on public works, goods, and services.

The Contractor shall include information concerning its MBE, WBE, VBE, and DOBE utilization for this contract on the attached MBE/WBE/VBE/DOBE Participation Plan. To receive credit toward the MBE/WBE/VBE/DOBE goals, all MBE, WBE, VBE, and DOBE suppliers offered for "direct participation" in a contract (e.g. subcontracting) must be certified by the City's Department of Minority & Women Business Development (DMWBD). Contractors able to offer direct participation in the form of subcontractors must indicate the name of the MBE/WBE/VBE/DOBE firm(s) with which it will work; the contact name and phone number for the firm(s); the service(s) supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. The evaluation and review of a Contractor's MBE/WBE/VBE/DOBE participation, including a review of documentation and information submitted, shall be undertaken by DMWBD.

The City will recognize only City of Indianapolis certified firms regardless of any other state or national affiliation. In order to be recognized by the City of Indianapolis as an MBE/WBE/VBE/DOBE participant, your company must be certified with the DMWBD. If you should need assistance in obtaining MBE/WBE/VBE/DOBE certification for possible participation in a contract, please contact the DMWBD at the following web site: <http://www.indy.gov/eGov/City/DMWBD/Pages/Home.aspx> and click on "MBE/WBE/VBE Program" or call (317) 327-5262. Respondents can view a list of City DMWBD approved MBE/WBE/VBE/DOBE contractors by going to the web page listed above and clicking on "DMWBD Vendor Profile Application".

The Contractor shall maintain adequate records of all relevant data with respect to the utilization and attempted utilization of MBEs, WBEs, VBEs, and DOBEs and shall provide full access to these records to the DMWBD upon its request to inspect them. The City may require the Contractor to submit information in addition to the MBE/WBE/VBE/DOBE Participation Plan and/or Application for MBE/WBE/VBE/DOBE Program Waiver regarding MBE/WBE/VBE/DOBE certification and utilization. Such information may include, but is not limited to the following: (1) Copies of all executed agreements for each MBE/WBE/VBE/DOBE engaged to satisfy the participation policies, (2) the name and address of the MBE/WBE/VBE, (3) the scope of work to be performed, (4) the dollar value of work to be performed or furnished by each proposed MBE/WBE/VBE/DOBE subcontractor or MBE/WBE/VBE/DOBE joint venture partner,

MBE/WBE/VBE/DOBE PARTICIPATION FORM
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(5) acknowledgement and acceptance of the agreement by the MBE/WBE/VBE/DOBE, and (6) monthly utilization payment reports with each monthly application for payment.

While direct participation of MBE/WBE/VBE/DOBE subcontractors is preferred, if it cannot be accomplished for this contract, "indirect participation" may be acceptable. Examples of indirect participation might include the use of common MBE/WBE/VBE/DOBE suppliers (i.e., office suppliers, courier services, shipping services, etc.) contributing to overhead costs or the overall operation of the business. Indirect participation may occur at the local, regional or national level. (Note: For common suppliers located outside of Indiana that are participating in an indirect fashion, please return proof of home state or municipal certification to the DMWBD.) If the trade is an overhead item for the entire business, please calculate, to the best of your ability, the proportion or amount of the business from this contract that will impact MBE/WBE/VBE/DOBEs.

Any contractor that does not have MBE/WBE/VBE/DOBE direct participation shall submit the attached Application for MBE/WBE/VBE/DOBE Program Waiver with the reasons for the lack of participation. The Waiver requires submission of documents showing the good faith efforts that were made by the Contractor for the purpose of attaining MBE/WBE/VBE/DOBE firms as subcontractors or sources of supplies, equipment, and services. The Waiver must be submitted if a contractor does not have any direct or indirect MBE/WBE/VBE/DOBE participation. If a contractor has only indirect participation, then the Waiver must be submitted for the direct participation and the MBE/WBE/VBE/DOBE Participation Plan must be submitted for the indirect participation.

Failure to provide the MBE/WBE/VBE/DOBE Participation Plan or Application for Waiver at the time of submission will result in the disqualification and rejection of the bid/proposal. The Purchasing Division and the DMWBD reserve the right to verify all information included in the MBE/WBE/VBE/DOBE Participation Plan before making final determination of the contractor's responsiveness and responsibility.

MBE/WBE/VBE/DOBE PARTICIPATION FORM
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MBE/WBE/VBE/DOBE Participation Plan for Goods and Services

RFB / RFQ # _____

RFB / RFQ Name _____

Contractor Name _____

Address _____

City/State/Zip _____
City State Zip Code

Phone (____)_____ FAX (____)_____

e-mail _____

Please indicate whether this plan is for direct or indirect participation:

____ Direct Participation Plan ____ Indirect Participation Plan

The following minority/women owned firms will be participating directly in the RFB / RFQ according to the following schedule. (Please note that an Application for MBE/WBE/VBE/DOBE Program Waiver must be attached if no direct participation is available.)

<u>MBE/WBE/VBE/DOBE</u> <u>Amount</u>	<u>Phone</u>	<u>Email</u>	<u>Contact</u>	<u>Trade</u>

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Please indicate which firms are MBE, which firms are WBE, which firms are VBE, and which firms are DOBE.

NOTE: YOU MUST INCLUDE EITHER A COMPLETED “MBE/WBE/VBE/DOBE PARTICIPATION FORM”

AND/OR THE “APPLICATION FOR WAIVER” WITH YOUR SUBMISSION

Failure to provide the MBE/WBE/VBE/DOBE Participation Plan or Application for Waiver at the time of submission will result in the disqualification and rejection of the bid/proposal.

Application for MBE/WBE/VBE/DOBE Program Waiver for Goods and Services

Application for MBE/WBE/VBE/DOBE Program Waiver is hereby submitted for DIRECT / INDIRECT (circle one or both) participation for the RFB / RFQ listed below.

Date of Application _ RFB / RFQ # ____

RFB / RFQ Name__

Contractor Name ____

City/State/Zip _____
Code _____ City _____ State _____ Zip _____

Telephone (____) _____ FAX (____) _____

e-mail _____

Please indicate reason(s) for application below:

_____ Unable to locate MBE/WBE/VBE/DOBE engaged in _

_____ Unable to secure competitive price in __

_____ Other good faith efforts. Documentation of good faith efforts shall include the following or written explanation if not applicable.

- (a) Documentation of any advertising, written notification or both that the contractor performed in search of prospective MBE/WBE/VBE/DOBEs for the contract in general circulation, trade, and minority-focused media. Please contact DMWBD at: <http://www.indy.gov/eGov/City/DMWBD/MBE-WBE-VBE/Pages/Certification.aspx> or (317) 327-5262 if you need assistance.
- (b) Documentation of efforts to research other possible areas of participation, such as suppliers, shipping or transport enterprises, and any other role that may contribute to the production and delivery of the product or service specified (i.e., indirect participation).

MBE/WBE/VBE/DOBE PARTICIPATION FORM
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Please indicate MBE/WBE/VBE/DOBE firms contacted below:

<u>MBE/WBE/VBE</u> <u>Results</u>	<u>Type of Attempt</u>	<u>Date(s) Attempted</u>
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Please indicate which firms are MBE, which are WBE, which are VBE, and which are DOBE as well as the names, addresses, and telephone numbers, and email addresses. Attach additional sheets if necessary.

Applicant Signature

Date

NOTE: YOU MUST INCLUDE EITHER A COMPLETED “MBE/WBE/VBE/DOBE PARTICIPATION FORM”

AND/OR THE “APPLICATION FOR WAIVER” WITH YOUR SUBMISSION

Failure to provide the MBE/WBE/VBE/DOBE Participation Plan or Application for Waiver at the time of submission will result in the disqualification and rejection of the bid/proposal.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Consolidated City of Indianapolis and Marion County XXXXXX** (hereinafter referred to as "City") and **XXXXXX** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachments described in Sections II and IV and attached hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide services as specified in Attachment A, _____, attached hereto and incorporated into this Agreement.

SECTION III. TERM

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- 3.01 The term of this Agreement shall begin upon execution date of this Agreement by all parties and shall terminate on _____ unless terminated earlier in accordance with this Agreement.
- 3.02 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both City and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

SECTION IV. COMPENSATION

- 4.01 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, attached hereto and incorporated herein. However, in no event shall compensation for services under this Agreement exceed _____ (\$XXXX.XX).
- 4.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City will pay Contractor within thirty (30) days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and/or Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting.
- 5.02.1 Approval required - The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.02.2 Minority, Women, Veterans, and Disability-Owned Business Enterprise Participation - To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:

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Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or

Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

Violation of this Subsection shall constitute a breach of this Agreement.

5.03 Necessary Documentation. Contractor certifies that it will furnish City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality.

5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by Section 5.04.1(d), above.

5.04.3 Contractor acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as

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required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein shall not be considered an act of City.

5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.

5.06 Ownership.

5.06.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.06.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.06.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

5.07 Insurance. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor's operations under this

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Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)

Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations

Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$100,000.00 (each occurrence)
Medical Expense Limit	\$5,000.00
Personal and Advertising Injury Limit	\$500,000.00
General Aggregate Limit	\$2,000,000.00 (Other than Products Completed Operations)

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations	\$1,000,000.00
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B. Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
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Bodily injury & property damage	1,000,000.00 each accident
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C. Excess/Umbrella Liability	\$1,000,000 (each occurrence and aggregate)
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D. Worker's Compensation	Statutory
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E. Employer's Liability

Bodily Injury Accident	\$100,000 each accident
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Bodily Injury by Disease	\$100,000 each employee
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Bodily Injury by Disease	\$500,000 policy limit
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F. [Reserved for Professional Liability or additional riders as needed]

- 5.07.1 Certificates of Insurance, naming the City _____ as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.
- 5.07.2 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.
- 5.07.3 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

5.08 Termination for Cause or Convenience.

- 5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.08.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.08.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this

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Agreement shall be made as provided in Section 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis, Marion County and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of City.

5.11 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party) :

To Contractor:

To City:

5.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

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5.13 Non-discrimination. Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

5.14 Conflict of Interest.

5.14.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.14.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

5.15 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.16 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.17 Applicable Laws; Forum.

5.17.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement

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shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.17.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

5.18 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

5.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.20 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.21 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.

5.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

5.23 Debarment and Suspension

5.23.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

5.23.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

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5.23.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.23.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.24 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.24.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.24.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.24.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.

5.24.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

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5.25 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

CONTRACTOR NAME ("Contractor")

By: _____ Date: _____

Printed: _____

Title: _____

**CONSOLIDATED CITY OF INDIANAPOLIS DEPARTMENT OF CODE ENFORCEMENT
("City")**

By: _____ Date: _____
XXXXXX, XXXXXX

APPROVED AS TO FORM AND LEGALITY:

By: _____ Date: _____
XXXXXX, Assistant Corporation Counsel

APPROVED AS TO AVAILABILITY OF FUNDING:

By: _____ Date: _____
Matthew R. Kimmick, Interim Controller
City of Indianapolis-Marion County

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ATTACHMENT A: SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter "Agreement") by and between the **Consolidated City of Indianapolis and Marion County, XXXXX** (hereinafter "City") and **XXXXXXX** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

SAMPLE

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E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,

20 _____

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

VENDOR CHECKLIST
HIGH WEEDS & GRASS MOWING SERVICES

**PLEASE VERIFY THAT YOUR SUBMISSION
INCLUDES ALL REQUESTED INFORMATION.**

- *Signed and completed* Vendor Application
- List of *five* References
- List and pictures of all mowing equipment
- *Signed and completed* Minority, Woman, Veteran, Disability-Owned Participation Form/Waiver